

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Integrated Chemical Management Solutions Inc.		01/18/2008	CORPORATION:
RECEIVING PARTY DATA			
Name:	The Governor and Company of the Bank of Ireland		
Street Address:	300 First Stamford Place		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3044494	AVCHEM	
Registration Number:	3044495	BUSINESS PROCESSES THAT DELIVER	
CORRESPONDENCE DATA			
Fax Number:	(312)706-9000		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	312-701-7608		
Email:	sjones2@mayerbrown.com		
Correspondent Name:	Sokya Jones		
Address Line 1:	71 S. Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	07129607 UDE		
NAME OF SUBMITTER:	Ugochukwu O. Ude		
Signature:	/Ugochukwu O. Ude/		

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TRADEMARK
REEL: 003712 FRAME: 0263

Date:

02/04/2008

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT dated as of January 18, 2008 (this "**Agreement**"), among INTEGRATED CHEMICAL MANAGEMENT SOLUTIONS INC. (D/B/A AVCHEM) ("**Grantor**") and THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND, as collateral agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the Guarantee and Collateral Agreement dated as of December 31, 2007 (as amended, restated, supplemented or otherwise modified, the "**Guarantee and Collateral Agreement**"), among HAAS HOLDINGS, INC. ("**Holdings**"), HAAS TCM INC. (the "**Borrower**"), the Domestic Subsidiaries of the Borrower identified herein and the Collateral Agent, and (b) the Credit Agreement dated as of December 31, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Borrower, Holdings, the lenders from time to time party thereto (the "**Lenders**") and The Governor and Company of the Bank of Ireland, as administrative agent and as the Collateral Agent. The Lenders and the Issuing Bank have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Bank to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Bank to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Guarantee and Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Guarantee and Collateral Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Guarantee and Collateral Agreement, did and hereby does assign and pledge to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and did and hereby does grant to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest, in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**"): (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (collectively, the "**Trademarks**"), (b) all goodwill

associated with or symbolized by the Trademarks and (c) all other assets, rights and interests that uniquely reflect or embody the Trademarks.

Notwithstanding the foregoing, the "Trademark Collateral" shall not include any of the items described in clauses (a), (b) and (c) above to the extent that any such items do not constitute Article 9 Collateral (as defined in the Guarantee and Collateral Agreement).

SECTION 3. *Guarantee and Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

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Schedule I

Trademark Collateral

**TRADEMARKS OWNED BY INTEGRATED CHEMICAL MANAGEMENT SOLUTIONS
INC.**

Country	Trademark	Date of Registration	Registration Number
United States	Avchem	January 17, 2006	3044494
United States	Business Processes That Deliver	January 17, 2006	3044495

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

INTEGRATED CHEMICAL
MANAGEMENT SOLUTIONS INC
(D/B/A AVCHEM)

By



Name: Jonathan F. Boucher

Title: Authorized Representative

THE GOVERNOR AND COMPANY OF
THE BANK OF IRELAND, as Collateral
Agent

By

Name:

Title:

By

Name:

Title: